

MALLORY R. BEEBE, OSB #115138
Deputy City Attorney
Mallory.Beebe@portlandoregon.gov
Portland City Attorney's Office
1221 SW 4th Ave., Rm. 430
Portland, OR 97204
Telephone: (503) 823-4047
Facsimile: (503) 823-3089
Of Attorneys for Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

**LEO HALL, and DEBRA HALL,
individually and in their marital capacity,**

Case No.: 3:20-cv-00431 YY

PLAINTIFFS,

NOTICE OF SETTLEMENT

v.

**SPENCER K. PERRY, in his individual and
official capacity, and CITY OF
PORTLAND, by and through Portland
Police Bureau,**

DEFENDANTS.

Pursuant to ORS 17.095, the City of Portland notifies the Court that this action has been settled pursuant to the terms of a Release and Hold Harmless Agreement, a copy of which is attached hereto as ***Exhibit 1***.

Dated: April 8, 2022

Respectfully submitted,

/s/Mallory R. Beebe

MALLORY R. BEEBE, OSB # 115138
Deputy City Attorney
Telephone: (503) 823-4047
Of Attorneys for Defendants

RELEASE AND HOLD HARMLESS AGREEMENT

I

FOR THE SOLE CONSIDERATION of the sum of fifty-eight thousand five hundred dollars (\$58,500.00), the undersigned Debra Hall and Leo Hall hereby release and forever discharge the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable (hereafter "the City of Portland") from any and all claims for damages and/or injuries from or relating to the events of August 4, 2018, in Portland, Oregon, as alleged in Plaintiffs' lawsuit, United States District Court of Oregon, Portland Division, *Leo Hall and Debra Hall v. Spencer K. Perry and City of Portland*, Case Number 3:20-cv-00431-YY.

II

IT IS UNDERSTOOD AND AGREED that the payment made to the undersigned under this agreement is not to be construed as an admission of liability. The City of Portland expressly denies liability to the undersigned, or any other person for injuries or damages arising out of the aforementioned incident.

III

IT IS FURTHER UNDERSTOOD AND AGREED that this agreement releases the City of Portland from any and all claims arising out of the above-described causes of action, and claims against the proceeds of said action including, but not limited to, medical liens, hospital liens, Social Security Administration liens, Medicare liens, workers' compensation liens, liens of the State of Oregon Department of Human Services and all other liens against the above-described causes of action at the time of execution hereof.

IV

A. The Parties also acknowledge any Medicare and Medicaid interest payable under this Agreement shall be the sole and exclusive responsibility of Debra Hall and Leo Hall. Debra Hall and Leo Hall agree that the duties stated in this paragraph are non-delegable and failure to perform such duties shall provide the City of Portland with a right to recover any monies paid due to the failure to satisfy Medicare's interests, including any additional expenses incurred and attorney fees. The Parties acknowledge and understand that the City of Portland will report any payment to a Medicare beneficiary in settlement of a claim under a liability insurance policy or self-insurance to Medicare (CMS).

B. Debra Hall and Leo Hall agree and warrant that they will satisfy any and all applicable Medicare, Medicaid, and private insurer liens and third-party claims prior to receiving any portion of the settlement payment set forth in section I from their attorneys, Alexander W. Pletch and Richard Rizk, Rizk Law, P.C. With respect to the interests of Medicare and the Centers for Medicare and Medicaid Services ("CMS"), Debra Hall and Leo Hall represent and warrant that they have received notice from Medicare/CMS asserting the rights to \$0.00 in conditional payments relating to the past medical care and treatment of Debra Hall and Leo Hall. If Debra Hall and Leo Hall fail to satisfy such liens, Debra Hall and Leo Hall shall defend and indemnify

the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities from any and all claims arising out of such failure.

C. Debra Hall and Leo Hall shall provide a final payment letter indicating that the interests of CMS have been resolved prior to receiving any portion of the settlement payment set forth in section I.

D. In consideration of the payments set forth in the Settlement Agreement, Debra Hall and Leo Hall waive, release, and forever discharge the City of Portland from any obligations for any claim, known or unknown, arising out of the failure of the City of Portland to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. § 1395y(b)(3)(A).

E. Debra Hall and Leo Hall understand this settlement may impact, limit or preclude their right or ability to receive future Medicare/CMS benefits arising out of the injuries alleged, and nevertheless wishes to proceed with the settlement.

F. The parties have attempted to resolve this matter in compliance with both state and federal law, and have considered Medicare's interests. Debra Hall and Leo Hall has concluded that a Medicare Set-Aside ("MSA") is not required or appropriate in this matter. It is not the intention of the parties to shift responsibility for payment of future medical expenses to Medicare pursuant to 42 U.S.C. § 1395y(b) or the Federal Government.

G. Should any person or entity not a party hereto challenge the validity of this Settlement Agreement, or any term thereof, pursue recovery of monies from the City of Portland or bring a claim or claims against the City of Portland arising out of 42 U.S.C. § 1395y(b) related to payment for items or services related to the injuries claimed in this action, Debra Hall and Leo Hall shall provide to the City of Portland such cooperation and assistance as the City of Portland may reasonably request in order to resist such a challenge or defend such a claim.

V

THE UNDERSIGNED AGREES AND WARRANTS that all expenses incurred to date or which will be incurred in the future, which are related in any way to claims being released herein, have either been paid or will be paid from the proceeds of this settlement and that Debra Hall and Leo Hall will hold the City of Portland, its agents, employees and assigns harmless from any claim for any such expense whenever incurred and, if any suit is filed against the City of Portland to collect such claim, Debra Hall and Leo Hall will accept the tender of defense of any such claim, defend it at their expense and pay any judgment entered therein and agree to compensate the City of Portland for any expense or liability incurred as a result of the filing of such suit.

VI

THE UNDERSIGNED HEREBY DECLARES that they have read this Release and Hold Harmless Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the above-described incident, in whatever legal form or theory they might assert, whether disputed or otherwise, and in particular including, but not limited to, those matters set forth in the

complaint of Debra Hall and Leo Hall in the United States District Court of Oregon, Portland Division, entitled:

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORLAND DIVISION

LEO HALL, and DEBRA HALL, individually and in their marital capacity, PLAINTIFFS, v. SPENCER K. PERRY, in his individual and official capacity, and CITY OF PORTLAND, by and through Portland Police Bureau, DEFENDANTS.	Case No. 3:20-cv-00431 YY
--	---------------------------

VII

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement is intended to, and does, cover not only all known losses and damages, but any further losses and damages not now known or anticipated which may later develop or be discovered including all effects and consequences thereof.

VIII

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

IX

IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement releases any and all claims for nondisclosure, fraud or misrepresentation and any and all claims for nondisclosure, fraud or misrepresentation in the inducement of this agreement.

///

///

///

///

X

THE UNDERSIGNED FURTHER STIPULATE AND AGREE that the above case may be dismissed with prejudice and without costs or attorney's fees to any party.

DATED this 7th day of March, 2022.


Leo Hall

THE UNDERSIGNED FURTHER STIPULATE AND AGREE that the above case may be dismissed with prejudice and without costs or attorney's fees to any party.

DATED this 7th day of March, 2022.


Debra Hall

I hereby approve and declare that authorization of the above electronic signatures of our clients, Leo Hall and Debra Hall, were provided on 7th day of March, 2022.

APPROVED:

Alexander W. Pletch, OSB #174384
Richard Rizk, OSB #901105
Attorney for Plaintiffs